

NOW COMES CARVANA, LLC (hereinafter “Movant”), its successors and/or assigns, a secured creditor in the above-styled and numbered case, by and through its attorneys, and files this Motion for Relief from Stay against ONEATA BERT LAUDERDALE ARCHIE DUANE LAUDERDALE (hereinafter “Debtor”) and in support of said Motion would show the court as follows:

1. This Court has jurisdiction over this proceeding pursuant to the provisions of 28 U.S.C. Sections 1471, 1334, 362 and 363.

2. On October 17, 2019 Debtor filed a Petition under Chapter 7 of the Bankruptcy Code, and pursuant thereto, an Order for Relief was granted.

3. Movant is the owner of a first lien claim against Debtor. Movant’s claim arose on or about 02/19/2018 when Movant loaned Debtor the purchase money for a 2015 HYUNDAI SONATA VIN: 5NPE34AF4FH217537 (the “Vehicle”). To secure said loan Debtor gave movant a lien on the vehicle (collectively the “Loan Agreement”). True and correct copies of the Certificate of Title and Loan Agreement held by Movant are attached hereto and incorporated herein by reference as Exhibit A.

4. The automatic stay which arose upon the filing of Debtor’s petition herein should be lifted to permit Movant to pursue its contractual and state law remedies regarding the Property for reason(s) that:

- i. For cause, in that Debtor has stated its intention to surrender the vehicle described herein yet failed to perform as indicated.

5. The value of the collateral has declined since the petition filing. Additionally, the Debtor has no equity in the collateral.

6. Movant has had to retain counsel to represent it before this Court and is incurring attorneys' fees and court cost for which it is entitled to reimbursement under the terms of the Agreement.

7. For the above and foregoing reasons, Movant asserts cause exists sufficient to waive the requirement of Bankruptcy Rule 4001(a)(3), therefore allowing an Order to be effective upon this Honorable Court's signature.

WHEREFORE, PREMISES CONSIDERED, Movant prays that upon final hearing of this Motion, the Automatic Stay, pursuant to 11 U.S.C. Section 362, be modified to permit Movant to exercise its contractual and statutory rights to take possession of the vehicle described herein and thereafter dispose of the same as provided by law. In the event the Automatic Stay is not unconditionally lift, Movant prays that this Court enter such orders as will adequately protect Movant including therein an award of attorney's fees for the bringing of this motion. Movant prays that the provisions of Rule 4001(a)(3) not apply to any order issued pursuant to this Motion. Movant prays for such other and further relief, at law or in equity, to which it may show itself justly entitled.

Respectfully Submitted,

JACK O'BOYLE & ASSOCIATES

/s/ Travis H Gray

Travis H Gray

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ATTORNEYS FOR CARVANA, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing pleading has been sent to the persons listed below electronically or by first class mail on December 07, 2019.

ONEATA BERT
LAUDERDALE
216 PRIVATE ROAD
6350
DAYTON TX 77535

STEPHEN J. ZAYLER
123 E. Lufkin Avenue PO
Box 150743
LUFKIN TX 75915
CHAPTER 7 TRUSTEE

U.S. Trustee
110 N. College Ave., Suite
300
Tyler TX 75702

MICHAEL GALLEVO
1431 N Durham Dr
HOUSTON TX 77008

ARCHIE DUANE
LAUDERDALE
216 PRIVATE ROAD 6350
DAYTON TX 77535

/s/ Travis H Gray
Travis H Gray

(“Debtor(s)” and/or “Respondent(s)”). The following documents, all true and correct copies of the original instruments, are attached hereto:

Exhibit A	Retail Agreement
Exhibit B	Certificate of Title
Exhibit C	Payment History

3. “Each of the above described instruments was made in the regular course of business. It was the regular course of business of CARVANA, LLC for an employee of Movant, or its authorized service agent, with personal knowledge of such act or event to make or prepare the above described instruments or to transmit information thereof to be included in such instruments. Each instrument was made at or near the time of the event that each purports to represent. The Debtor(s) is/are in default under each of the above described instruments. Movant is in possession of and is the owner and holder of each of said instruments. None have been sold, transferred or assigned.

4. “In the course of my employment, I have become familiar with the manner and method in which Movant maintains its books and records in the regular course of business. Those books and records are managed by employees and agents whose duty it is to keep the books and records accurately and completely and to record each event or item at or near the time of the event or item so noted.

5. “I have reviewed the books and records of Movant, which reveal that is the owner and holder of a first lien claim against Debtor(s) arising out of a contract executed on or about . To secure performance of said obligation, Debtor(s) gave Movant a lien on a 2015 HYUNDAI SONATA, VIN: 5NPE34AF4FH217537.

6. “Debtor(s) is/are in default on its obligation to Movant for failing to make installment payments when due and owing pursuant to the terms of the Agreement. The loan is contractually due for the 09/10/2019 payment. Total pre and post-petition arrearages are \$0.00. Total post-petition arrearages are \$.

7. “In the course of my duties for CARVANA, LLC, I am familiar with the values of repossessed automobiles, and I am also familiar with the NADA Official Used Car Guide. That publication is a credible source as a guideline for automobile values in this district, and pursuant to the most recent data from said source the One (1) , VIN 5NPE34AF4FH217537 retains a retail value of \$.

8. "The Debtor(s) have failed to provide a policy of full coverage insurance to CARVANA, LLC insuring the One (1) 2015 HYUNDAI SONATA, VIN 5NPE34AF4FH217537 against damage or loss and naming Movant as lienholder and loss payee.

9. “Movant has had to retain counsel to represent it before this Court and is incurring legal expenses and attorneys’ fees for which it is entitled to reimbursement for under the terms of the Agreement.

10. "I have read all facts and statements contained in the Motion for Relief from the Automatic Stay and in this Affidavit, and I declare under penalty of perjury that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.”

EXECUTED ON THIS ____ DAY OF _____, 20__.

Signed: _____

Name: _____

SWORN TO AND SUBSCRIBED before me, the undersigned authority, this on this ____ day of _____, 20__.

Notary Public in and for

The State of _____

My Commission Expires: _____